

EUPHORIA 2016 EVENT TERMS, CONDITIONS, WAIVER, AND RELEASE

IN CONSIDERATION of being allowed to attend the 2016 Euphoria event (the "Event") I ("Participant") agree to comply with any and all rules, regulations, terms and conditions of the Event, and bind my successors, heirs, subrogees, agents, and assigns to same, and agree and covenant not to sue, and to hold harmless and indemnify (1) the owners of Ooh La La Lavender Farms (including Linda J. Hallman and David J. Hallman); (2) Flashpoint Artists Initiative Inc. ("Flashpoint"); (3) Ooh La La Lavender, LLC; and (4) each of those entities' and individuals' respective affiliates, officers, agents, representatives, workers, owners, Directors, members, manages, partners, devisees, legatees, heirs-at-law, estates, successors in interest, principals and agents, contractors, employees, and volunteers, all collectively the "Releasees," including but not limited to as follows:

1. Participant acknowledges that there are certain inherent and substantial risks associated with the Event, including the presence of a lake, creeks, uneven terrain, flora, fauna, fire (including bonfires, campfires and mobile flame vehicles), flooding, roads which may become impassable, smoke, temporary and permanent structures and installations (including bridges), and their associated equipment and materials, and other related hazards, and that these risks include those of damage to my property, serious injury, dismemberment, and death.
2. Participant acknowledges that there are risks associated with the acts and omissions, negligent or otherwise, of Participant and other Event attendees, including intoxication and consumption of food, beverage, and other substances, personal injury, property damage, death, and other harm, all of which risk Participant assumes voluntarily to the maximum extent allowed by law, including of bodily injury and death. Participant acknowledges that Flashpoint does not and shall not hire or provide the services of any lifeguards or water safety personnel, and does not warrant or certify the rating or load capacity of the premises roads or bridges.
3. Participant acknowledges that the risks stated herein, as well as other attendant known and unknown risks, are the sole responsibility of Participant, and hereby agrees to knowingly waive any and all claims Participant has, may have, will have, or could have against Releasees related in any way to the Event or the operation of and management of Flashpoint, including expressly for personal injury, property damage, emotional distress, negligence, breach of duty, breach of contract, and death ("Claims"). Participant agrees to indemnify and hold harmless Releasees from all such Claims, covenants not to sue as to such Claims, and agrees this shall include payment by Participant to Releasees for any and all actual attorneys' fees incurred pursuant to this indemnification or otherwise hereunder, and for enforcing this agreement.
4. Participant agrees that any lawsuit against Releasees regarding any Claims or the Event must be brought in the Superior Court of Fulton County, Georgia within one (1) calendar year of the last published day of the Event, or is forever waived. Participant also agrees that the term "Event" includes any build, pre-build, or other preparatory activities, wherever they may occur.
5. By signing below, Participant certifies that Participant is of sound mind and is 18 years of age or older, suffers from no legal disability, and has read and voluntarily agreed to the terms herein, and has also **read and reviewed the Event Survival Guide, and all posted Rules and Regulations**, hereby affirmatively agrees to abide by and be bound by such while at the Event, and understands that a failure to abide by any of these documents may result in removal from the Event, without refund, at the sole discretion of Flashpoint, and that Participant hereby waives all claims of any kind against Releasees which may or could otherwise accrue or arise from removal.
6. **If you are a member of any kind of law enforcement agency you are hereby required to disclose that by initialing here:**_____. This shall not be used as a basis to deny a entry to a participant presenting a valid ticket.

Participant Signature

Wristband Number

Participant's printed legal name

Date

EUPHORIA 2016 RULES AND TERMS

1. Euphoria has a Sound Policy which applies to all camps and participants running amplified sound, which is available for review at Connexus and the entry Gate. Failure to comply may result in loss of permission to run amplified sound, or removal from the Event.
2. Photography and video images may only be taken of participants and their property, including art installations, by first asking and obtaining permission from the individual or owner. Photographs and video images may not be used for commercial purposes or personal profit without the express written permission of the Flashpoint Artists Initiative, Inc. ("FAI") Board of Directors and the individuals in the photographs (or the owner of any intellectual or other property in the photographs). Violation of this policy may result immediate ejection from the Event and other penalties allowed by applicable law.
3. **All participants must read and abide by the Survival Guide**, which is available on the Event website at <http://www.alchemyburn.com>, and also at the entry gate and Connexus, and is incorporated into these Rules and Terms by reference.
4. Participants may be permitted a limited time to load or unload vehicles at their camp. However, participants may also, in the sole discretion of FAI, be required to transport their materials to or from their campsites by other means, which may include shuttle service provided by FAI personnel or other volunteers and third parties, or by foot. You will need to check with the arrival gate at the time of arrival to confirm the current policy when you arrive. Failure to abide by this policy may result in unilateral removal of your vehicle by FAI personnel or individuals contracted by them to the official parking area, or other enforcement actions, without further notice to you, and neither FAI, nor any individual performing such action shall be liable to anyone for any damages associated with such removal or enforcement actions.
5. Service animals are welcome at Euphoria provided that you have pre-registered that animal as required by the Survival Guide. Otherwise, Euphoria does not allow pets on-site, and if you are caught with an unauthorized animal of any kind on site, you will be asked to leave. Service animals must remain on a leash at all times, and the animals owner and handler are fully responsible for the animal at all times.
6. Euphoria is an all-ages event. However, all children under the age of 18 must be accompanied by a parent or legal guardian. FAI reserves the right, but is not obligated, to contact local emergency services or law enforcement as needed in its sole discretion in order to protect the safety and well-being of any unaccompanied minor child found at the Event without further notice. Euphoria contains adult themes, some of which may not be appropriate for minor children – parents and guardians bear sole responsibility for the minor children they accompany and their experience at the Event.
7. All participants are required to abide by any and all federal, and state and local laws, including as pertain to firearms, fireworks, tobacco, alcohol, and controlled substances. Violation of any of these laws may be grounds for immediate ejection from the Event without refund at the sole discretion of FAI, without refund.
8. All vehicles including trucks, trailers and RVs entering the Event are subject to search by FAI personnel for stowaways, animals, guns, or other prohibited items.